



# CITY OF SANTA CLARA

## CITY CLERK'S OFFICE



**DATE:** March 21, 2006

**TO:** City Council and City Manager

**FROM:** City Clerk

**SUBJECT:** Notice of Intent to Circulate Petition Regarding  
Binding Arbitration Ballot Initiative

Find attached a copy of the Notice of Intent to Circulate a Petition and Proposed Charter Amendment to the City Charter, submitted to the City Clerk's Office on the 14<sup>th</sup> of March, 2006.

Please let me know if you would like additional information regarding the initiative process.

A handwritten signature in black ink, appearing to read "Rod Diridon, Jr.".

Rod Diridon, Jr.,  
Santa Clara City Clerk



Attorneys at Law  
22 Battery Street, Suite 1000  
San Francisco, CA 94111-5524  
(415) 274-8700 / (800) 643-1900  
(415) 274-8770 (Fax)

March 14, 2006

Rod Diridon, City Clerk  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050

**RECEIVED**

MAR 15 2006

City Clerk's Office  
City of Santa Clara

Re: Notice of Intent to Circulate Petition and  
Proposed Amendment to City Charter

Dear Mr. Diridon:

I am enclosing a Notice of Intent to Circulate Petition, signed and sponsored by State Senator Elaine Alquist, Mayor Patricia M. Mahan and Councilmember Patrick E. Kolstad together with the proposed City Charter language amendment.

Pursuant to California Election Code Section 9202, the above-named initiative sponsors are requesting the preparation of a ballot title and summary. A check in the amount of \$200, payable to the City of Santa Clara is also enclosed.

Thank you for your early attention to this matter. If you have any questions about the enclosed materials, please call me or have someone in the City Attorney's office call me at (415) 274-8700.

Very truly yours,

Alan C. Davis

cc: Senator Alquist (w/enc.)  
Mayor Mahon (w/enc.)  
Councilmember Kolstad (w/enc.)  
Gary Niblock (w/enc.)  
Patrick Nikolai (w/enc.)

Enc.

## NOTICE OF INTENT TO CIRCULATE PETITION

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of Santa Clara for the purpose of amending the Charter of the City of Santa Clara **TO PROVIDE IMPARTIAL IMPASSE RESOLUTION PROCEDURES** for wage, benefit and working condition disputes involving fire fighters and police officers and the City of Santa Clara. A statement of the reasons of the proposed action as contemplated in the petition is as follows:

*It is the intent of this Section to promote stable employment relations between the City of Santa Clara and its fire fighters and police officers by establishing a framework for good faith negotiations, including impasse resolution procedures and impartial arbitration of wage, benefit and working condition disputes for fire fighters and police officers so that such disputes may be resolved peacefully and equitably.*

Sponsors:

Patrick Kostad 2858 Ponderosa Way  
SANTA CLARA, CALIF. 95051 3/10/06  
[Date]

Art Mula 1116 Washington Street  
Santa Clara CA 95051 3/10/06  
[Date]

Elaine Alquist 1824 Catherine St  
Santa Clara, CA 95050 3/13/06  
[Date]

**Article XI, Sec. 1109.**

**Impartial Arbitration for Fire and Police Department  
Employee Disputes**

(a) **IMPARTIAL ARBITRATION - DECLARATION OF POLICY.** It is hereby declared to be the policy of the City of Santa Clara that strikes by fire fighters and police officers are not in the public interest and should be prohibited, and that a method should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.

(b) **PROHIBITION AGAINST STRIKES.** No City of Santa Clara fire fighter or police officer shall wilfully engage in a strike against the City. Any such employee against whom the City brings charges of failing to report for work as part of a strike shall be subject to dismissal from his or her employment in the event the charges are sustained upon conclusion of the proceedings that are required by law for the imposition of disciplinary action upon said employee.

(c) **OBLIGATION TO NEGOTIATE IN GOOD FAITH.** The City of Santa Clara through its duly authorized representatives, shall negotiate in good faith with recognized employee organizations of the City of Santa Clara Fire Department and the City of Santa Clara Police Department on all matters relating to the wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of disputes concerning the interpretation or application of any negotiated agreement. Unless and until agreement is reached through negotiations between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 1, which includes, but may not necessarily be limited to, the classifications of Firefighter, Driver/Engineer, Fire Captain, Fire Paramedic, Deputy Fire Marshall and Assistant Training Officer, or between the City of Santa Clara and a recognized employee organization representing Bargaining Unit 2, which includes, but may not necessarily be limited to, the classifications of Police Officer, Police Sergeant, Police Lieutenant and Police Recruit, or determinations are made through the arbitration procedure hereinafter provided, no existing benefits or conditions of employment for said fire department or police department employees shall be eliminated or changed.

(d) **IMPASSE RESOLUTION PROCEDURES.** Notwithstanding any other provision in this Charter, all disputes or controversies pertaining to wages, hours, or terms and conditions of employment which remain unresolved after good faith negotiations between the City of Santa Clara and a recognized fire department employee organization or police department employee organization which represents the bargaining unit classifications set forth in subsection 1109(c) above, shall be submitted to a three-member Board of Arbitrators upon the declaration of an impasse by the City or by the recognized employee organization.

Representatives designated by the City of Santa Clara and representatives of the recognized employee organization involved in the dispute shall each appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the two arbitrators selected by the City and the employee organization, and shall serve as the neutral arbitrator and Chairperson of the

Board. In the event that the arbitrators selected by the City and the employee organization cannot agree upon the selection of the third arbitrator within ten (10) days from the date that either party has notified the other that it has declared an impasse, then either party may request the State of California Mediation and Conciliation Service to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If the arbitrators selected by the City and the employee organization cannot agree within three (3) days after receipt of such list on one of the seven (7) to act as the third arbitrator, they shall alternately strike names from the list of nominees until one name remains and that person shall then become the third arbitrator and chairperson of the Arbitration Board.

Any arbitration proceeding convened pursuant to this Article shall be conducted in conformance with, subject to, and governed by Title 9 of Part 3 of the California Code of Civil Procedure. The Arbitration Board shall hold public hearings, receive evidence from the parties and cause a transcript of the proceedings to be prepared. The Arbitration Board, in the exercise of its discretion, may meet privately with the parties and mediate or mediate-arb issues in dispute. The Arbitration Board may also adopt such other procedures that are designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.

At the conclusion of the arbitration hearings, the Arbitration Board shall direct each of the parties to submit, within such time limit as the Arbitration Board may establish, a last offer of settlement on each of the issues in dispute. The Arbitration Board shall decide each issue by majority vote by selecting whichever last offer of settlement on that issue it finds most nearly conforms with those factors traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of public and private employment, including, but not limited to, changes in the average consumer price index for goods and services, the wages, hours, and other terms and conditions of employment of other employees performing similar services, and the financial condition of the City of Santa Clara and its ability to meet the cost of the award.

After reaching a decision, the Arbitration Board shall mail or otherwise deliver a true copy of its decision to the parties. The decision of the Arbitration Board shall not be publicly disclosed and shall not be binding until ten (10) days after it is delivered to the parties. During that ten day period the parties may meet privately, attempt to resolve their differences, and by mutual agreement amend or modify any of the decisions of the Arbitration Board. At the conclusion of the ten (10) day period, which may be extended by mutual agreement between the parties, the decision of the Arbitration Board, incorporating any amendments or modifications agreed to by the parties, shall be publicly disclosed and shall be binding upon the parties. The City of Santa Clara and the recognized employee organization shall take whatever action is necessary to carry out and effectuate the final Arbitration Board award and incorporate any amendments or modifications agreed to by the parties as provided above.

The expenses of any arbitration convened pursuant to this article, including the fee for the services of the Chairperson of the Arbitration Board, shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.